



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
(Case No. 00-888-J (236/244))

In the Application of:

Sullenger et al.

Serial No.: 09/165,514

Filing Date: October 2, 1998

For: Alteration of Sequence of a Target
Molecule by Ribozyme Catalyzed
Trans-splicing

Examiner: Jeffrey Fredman

Group Art Unit: 1634

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)

As assignee of record of the entire interest of the above identified

☒ application

☐ patent

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

The undersigned hereby appoints all of the practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith and directs that all correspondence be addressed to that Customer Number:

Customer Number: **020306**
Principal attorney or agent: Patrick Gattari
Telephone number: 312-913-0001

Assignee of Entire Interest:

Name: The Regents of the University of Colorado

Address: 4001 Discovery Drive, #290, 588 SYS, Boulder, CO

EVIDENCE AND CERTIFICATION OF CHAIN OF TITLE

1. FROM: **Bruce A. Sullenger and Thomas R. Cech** TO: **University Research Corporation**. The document was recorded in the United States Patent and Trademark Office at Reel 7195, Frame 0267, or which a copy thereof is attached.
2. FROM: **University Research Corporation** TO: **The University of Colorado Foundation, Inc.** The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or which a copy thereof is attached.
3. FROM: **The University of Colorado Foundation, Inc.** TO: **University Technology Corporation**. The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or which a copy thereof is attached.
4. FROM: **University Technology Corporation** TO: **University License Equity Holdings, Inc.** The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or which a copy thereof is attached.
5. FROM: **University License Equity Holdings, Inc.** TO: **The Regents of the University of Colorado**. The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or which a copy thereof is attached.

☒ copies of Assignments or other documents in the chain of title are attached.

ASSIGNEE CERTIFICATION

In accordance with 37 C.F.R. § 3.73 the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

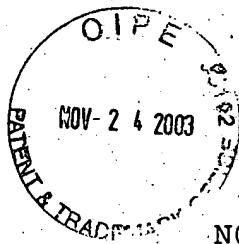
Date: 20 NOV '03

David N. Allen
Signature

Name: DAVID N. ALLEN, Ph.D.

Title: ASSOCIATE VP FOR TECHNOLOGY TRANSFER

DATE: 11/30/94
TO:



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

N06C

RICHARD J. WARBURG, ESQ.
SAN DIEGO OFFICE
611 WEST SIXTH STREET
SUITE 3400
LOS ANGELES, CA 90017

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231

ASSIGNOR:
SULLENGER, BRUCE A.

DOC DATE: 02/07/94

ASSIGNOR:
CECH, THOMAS R.

DOC DATE: 02/07/94

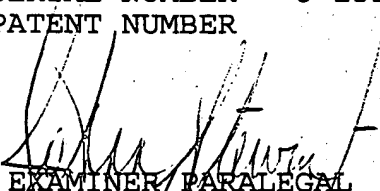
RECORDATION DATE: 02/18/94 NUMBER OF PAGES 003 REEL/FRAME 7195/0267

DIGEST : ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:
UNIVERSITY RESEARCH CORPORATION
1305 UNIVERSITY AVENUE
BOULDER, CO 80302

SERIAL NUMBER 8-152450
PATENT NUMBER

FILING DATE 11/12/93
ISSUE DATE 00/00/00


EXAMINER/PARALEGAL
ASSIGNMENT BRANCH
ASSIGNMENT/CERTIFICATION SERVICES DIVISION

A S S I G N M E N T

For valuable consideration, we, Bruce A. Sullenger
FIRST MIDDLE INITIAL LAST
 of Westminster Colorado; Thomas R. Cech
CITY OR TOWN STATE FIRST MIDDLE INITIAL LAST
 of Boulder Colorado; and
CITY OR TOWN STATE FIRST MIDDLE INITIAL LAST
 of _____; and _____
CITY OR TOWN STATE FIRST MIDDLE INITIAL LAST
 of _____ hereby assign to _____
CITY OR TOWN STATE FIRST MIDDLE INITIAL LAST
UNIVERSITY RESEARCH CORPORATION, a Colorado
 corporation having a place of business at Boulder, Colorado
 and its successors and assigns (collectively hereinafter called "the Assignee"),
 the entire right, title and interest throughout the world in the inventions and
 improvements which are the subject of an application for United States Patent
 Serial No. 08/152,450
 filed November 12, 1993
~~signed by us this day~~ entitled ALTERATION OF SEQUENCE OF A
TARGET MOLECULE

this assignment including said application and any and all the United States and
 foreign patents granted for any of said inventions or improvements, and the right
 to claim priority based on the filing date of said application under the International
 Convention for the Protection of Industrial Property, the Patent Cooperation
 Treaty, the European Patent Convention, and all other treaties of like purposes;
 and we authorize the Assignee to apply in all countries in our name or in its own
 name for patents and like rights of exclusion and for inventors' certificates for
 said inventions and improvements; and we agree for ourselves and our respective
 heirs, legal representatives and assigns, without further compensation to perform
 such lawful acts and to sign such further applications, assignments, Preliminary
 Statements and other lawful documents as the Assignee may reasonably request
 to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at BOULDER,
Colorado this 7th day of FEBRUARY, 1994.

Bruce A. Sullenger L.S.
FIRST Bruce MIDDLE INITIAL A. LAST Sullenger
 STATE OF Colorado
 COUNTY OF Boulder ss.

Before me this 7th day of February, 1994, personally appeared
Bruce A. Sullenger known to me to be the person whose name is
 subscribed to the foregoing Assignment and acknowledged that he executed the
 same as his free act and deed for the purposes therein contained.

June S. Gustafson
 Notary Public

REEL 7195 FRAME 268

IN WITNESS WHEREOF, I hereto set my hand and seal at Boulder,
 ...Colorado... this 7th day of FEBRUARY, 1994.

Thomas R. Cech L.S.
 FIRST Thomas MIDDLE INITIAL R. LAST Cech

STATE OF Colorado

COUNTY OF Boulder

Before me this 7th day of February, 1994, personally appeared
Thomas R. Cech known to me to be the person whose name is
 subscribed to the foregoing Assignment and acknowledged that he executed the
 same as his free act and deed for the purposes therein contained.

June B. Gustafson
 Notary Public

My Commission Expires:

MY COMMISSION EXPIRES:
 November 6, 1996

[Notary's
 Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at _____,
 _____ this _____ day of _____, 19_____.

 FIRST MIDDLE INITIAL LAST L.S.

STATE OF _____

COUNTY OF _____

Before me this _____ day of _____, 19_____, personally appeared
 _____ known to me to be the person whose name is
 subscribed to the foregoing Assignment and acknowledged that he executed the
 same as his free act and deed for the purposes therein contained.

RECORDED
 PATENT & TRADEMARK OFFICE

Notary Public

My Commission Expires:

[Notary's
 Seal Here]

FEB 18 94

IN WITNESS WHEREOF, I hereto set my hand and seal at _____,
 _____ this _____ day of _____, 19_____.

 FIRST MIDDLE INITIAL LAST L.S.

STATE OF _____

COUNTY OF _____

Before me this _____ day of _____, 19_____, personally appeared
 _____ known to me to be the person whose name is
 subscribed to the foregoing Assignment and acknowledged that he executed the

REEL 7195 FRAME 269

ASSIGNMENT

THIS ASSIGNMENT is made by and between University License Equity Holdings, Inc., f/k/a University Technology Corporation, a Colorado nonprofit corporation, hereinafter referred to as "Assignor," and The Regents of the University of Colorado, a body corporate, hereinafter referred to as "Assignee."

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign its entire right, title and interest in, to and under the patents and patent application listed on Exhibit A attached hereto, hereinafter collectively referred to as the "Patent Properties."

NOW THEREFORE, be it known that Assignor, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of Assignee do sell, assign and transfer unto said Assignee, its successors, legal representatives and assigns the entire right, title and interest in and to the Patent Properties, as well as the inventions claimed in such Patent Properties, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues or extensions thereof; the same to be held and enjoyed by said Assignee for its own use and behoof, and for its successors, legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date indicated hereunder.

UNIVERSITY LICENSE EQUITY HOLDINGS, INC.,
f/k/a University Technology Corporation, a Colorado
nonprofit corporation

By: David L. Drake
David L. Drake
Its: Executive Director

Date: November 5, 2003

STATE OF COLORADO)
COUNTY OF Boulder) ss.

Before me, a Notary Public in and for said County and State, personally appeared David L. Drake, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 5th day of Nov, 2003

[Signature]
Notary Public

My Commission Expires:

My Commission Expires
07/05/2006

ASSIGNMENT

Exhibit A

U.S. PATENTS

Pat. No. 5,667,969

Entitled "ALTERATION OF SEQUENCE OF A DELETERIOUS TARGET MOLECULE BY RIBOZYME CATALYZED TRANS-SPLICING," for which an application for Letters Patent of the United States was filed November 12, 1993, receiving Serial No. 152,450, issued September 16, 1997.

Pat. No. 5,869,254

Entitled "ALTERATION OF SEQUENCE OF A TARGET MOLECULE BY RIBOZYME CATALYZED TRANS-SPLICING," for which an application for Letters Patent of the United States was filed January 24, 1997, receiving Serial No. 786,753, issued February 9, 1999.

U.S. PATENT APPLICATION

Serial No. 09/165,514

Entitled "ALTERATION OF SEQUENCE OF A TARGET MOLECULE BY RIBOZYME CATALYZED TRANS-SPLICING," which was filed October 2, 1998.

DNC 19921095969

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

UNIVERSITY TECHNOLOGY CORPORATION

(A Colorado Nonprofit Corporation)

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\$ 110.00
SECRETARY OF STATE
04-30-2002 15:08:21

CHANGE OF
R.O.R.A.

CHANGE OF NAME

The Board of Directors of University Technology Corporation, a Colorado nonprofit corporation (the "*Corporation*"), hereby adopts and establishes these Amended and Restated Articles of Incorporation, which shall, pursuant to the Colorado Revised Nonprofit Corporation Act, supersede the original Articles of Incorporation and all prior amendments, effective as of the filing of these Articles by the Colorado Secretary of State. The Corporation has no members and thus member action was not required.

The text of the Amended and Restated Articles of Incorporation is as follows:

ARTICLE I
Corporate Name

The name of the Corporation as amended is University License Equity Holdings, Inc.

ARTICLE II
Period of Duration

The duration of the Corporation shall be perpetual.

ARTICLE III
Principal Office, Registered Office and Registered Agent

The principal office for the business of the Corporation shall be located at 4001 Discovery Drive, Suite 390, Campus Box 591, Boulder, Colorado 80309. The address of the registered office of the Corporation is 4001 Discovery Drive, Suite 390, Campus Box 591, Boulder, Colorado 80309, and the name of the registered agent at such address is Jerry Donahue.

ARTICLE IV
Mission, Objects and Purposes

The Corporation is organized and shall be operated exclusively for charitable, scientific and educational purposes within the meaning of and pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended) (hereinafter the "*Code*") or under the corresponding provision of any future United States Internal Revenue law. In furtherance of such purposes, it may promote, establish, conduct, and maintain activities on its own behalf or it may contribute to or otherwise assist other organizations, entities, or individuals carrying on such activities, subject

to such limitations as are prescribed by law. The business activities of the Corporation shall be primarily in furtherance or in support of the mission of the Corporation as specified in Colorado Revised Statutes § 23-5-121.

ARTICLE V

Restrictions on Powers

Notwithstanding any other provision of these Articles, the powers of the Corporation are restricted as follows:

a) The Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on (i) by an organization exempt from federal income taxation under Section 501(c)(3) of the Code or (ii) by an organization the contributions to which are deductible under Sections 170, 642, 2055, or 2522 of the Code.

b) No solicitation of contributions to the Corporation shall be made, and no gift, bequest, or devise to the Corporation shall be accepted, upon any condition or limitation that in the opinion of the Corporation may cause the Corporation to lose its federal income tax exemption.

ARTICLE VI

Membership

The Corporation shall have no members with voting or other rights or powers under the Colorado Revised Nonprofit Corporation Act.

ARTICLE VII

Board of Directors

The corporate powers and management of the Corporation shall be vested in and exercised by a Board of Directors. The Board of Directors shall be composed of at least five (5) members, appointed in the manner set forth in the Bylaws.

ARTICLE VIII

Officers

The Corporation shall have such officers as may from time to time be prescribed by the Bylaws. Their terms of office and the manner of their designation or selection shall be determined according to the Bylaws then in effect.

ARTICLE IX

Private Inurement

No part of the income, principal or net earnings of the Corporation shall inure to the benefit of, or be distributed to, any director, or officer of the Corporation or any other private individual (except that reimbursement for expenditures and the payment of reasonable

compensation for services rendered may be made pursuant to authorization from the Board of Directors).

ARTICLE X Political Activities

No substantial part of the Corporation's activities shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE XI Private Foundation Status

Notwithstanding any other provision of these Articles, if at any time or times the Corporation is a "private foundation" within the meaning of Section 509(a) of the Code, then during such time or times:

- (a) The Corporation shall distribute such amounts for each taxable year at such time and in such manner as not to subject the Corporation to tax under Section 4942 of the Code;
- (b) The Corporation shall not engage in any act of self-dealing, as defined in Section 4941(d) of the Code;
- (c) The Corporation shall not retain any excess business holdings, as defined in Section 4943(c) of the Code;
- (d) The Corporation shall not make any investments that would subject the Corporation to taxation under Section 4944 of the Code; and
- (e) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

The private property of the officers and directors of the Corporation shall not be subject to payment of corporate debts to any extent whatever.

ARTICLE XII Nondiscriminatory Policy

The Corporation shall make its services, facilities, and programs available to all persons regardless of race, color, creed, national origin, sex, sexual orientation or handicap, and the Corporation shall not in any way discriminate against any person on the basis of race, color, creed, national origin, sex, sexual orientation or handicap.

ARTICLE XIII

Dissolution

Upon any liquidation, dissolution, or winding up of the Corporation, the Board of Directors shall, after paying or adequately providing for the payment of all the obligations and liabilities of the Corporation, dispose of all the assets owned by the Corporation by transferring such assets, in kind to the Regents of the University of Colorado, a body corporate, or its successor, if said University or its successor shall then qualify under Section 501(c)(3) of the Code, and if said University or its successor shall not so qualify, then to other organization(s) which then qualify under Section 501(c)(3) of the Code in the field of health care, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the Corporation is then located, exclusively for such exempt purposes or to such organization or organizations which are organized and operated exclusively for such exempt purposes, as such Court shall determine.

ARTICLE XIV

Liability of Directors

No director shall be personally liable to the Corporation for monetary damages for any breach of fiduciary duty as a director, except that no director's liability to the Corporation for monetary damages shall be eliminated or limited on account of any of the following: (i) any breach of the director's duty of loyalty to the Corporation; (ii) any acts or omissions of the director not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) the director's assent to or participation in the making of a loan by the Corporation to any director or officer of the Corporation; (iv) the director's assent to a distribution made in violation of C.R.S. Section 7-133-101 (as it may be amended from time to time) or these Articles and (v) any transaction in which the director directly or indirectly received improper personal benefit. Nothing herein will be construed to deprive any director of the right to all defense ordinarily available to a director nor will anything herein be construed to deprive any director of any right for contribution from any other director or other person.

Any repeal or modification of this Article shall be prospective only and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE XV

Indemnification

The Corporation may indemnify its directors, officers, employees and agents as permitted by law and the Bylaws of the Corporation.

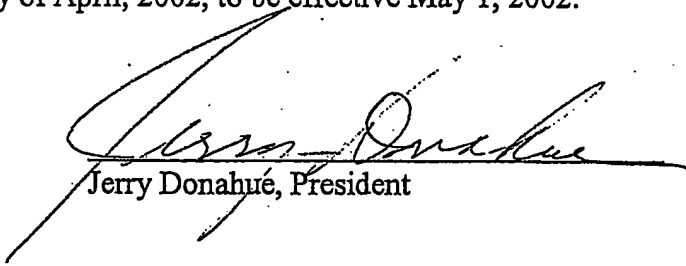
ARTICLE XVI

Amendments to Articles of Incorporation

Any amendments to these Articles may be proposed by any member of the Board of Directors, except that no amendment shall be made which would change the nature of the

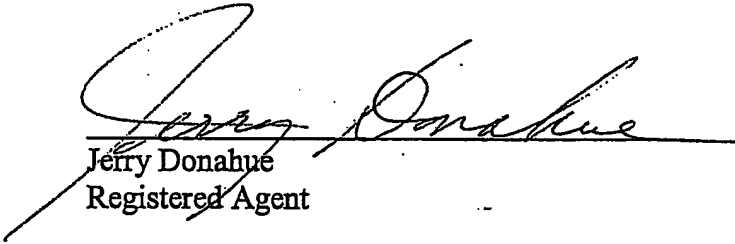
activities to be carried on which would not be permitted by an organization exempt from federal income taxation under Section 501(c)(3) of the Code. The amendment shall be approved by an affirmative vote of two-thirds of the Directors then in office.

IN WITNESS WHEREOF, the undersigned has signed these Amended and Restated Articles of Incorporation this ____ day of April, 2002, to be effective May 1, 2002.



Jerry Donahue, President

The undersigned consents to appointment as the Registered Agent for the Corporation.



Jerry Donahue
Registered Agent



ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment"), dated effective as of October 1, 1999, is by and among The University of Colorado Foundation, Inc., a Colorado nonprofit corporation ("Assignor"), The Regents of the University of Colorado, a body corporate ("Assignee"), and University Technology Corporation, a Colorado nonprofit corporation ("UTC").

Recitals

- A. Pursuant to an assignment from University Research Corporation, a Colorado corporation ("URC"), effective June 30, 1999, Assignor holds certain patent and other intellectual property rights, including the Ribozyme Technology rights, FLC Rights and SELEX/ Spert Technology rights (as defined herein).
- B. Pursuant to the CU-UTC Intellectual Property Operating Agreement (the "CU-UTC Agreement"), UTC is entitled to receive, hold, invest in, administer, and manage intellectual property for the benefit of Assignee.
- C. Assignor, pursuant to this Assignment, now desires to transfer certain assets to Assignee, all to be held subject to the terms of the CU-UTC Agreement.

Agreement

1. Definitions.

(a) "Ribozyme Technology" shall mean all inventions, improvements or other developments relating to ribozymes including the identification, manufacture, synthesis, delivery, use and enhancement or control of ribozymes transferred pursuant to the Assignment of Intellectual Property Rights in Ribozyme Technology, dated effective as of September 1, 1993 by and between the Regents of the University of Colorado and URC.

(b) "FLC Rights" shall mean those patent and other intellectual property rights relating to ferroelectric liquid crystals and related materials and products as set forth on Schedule A and Schedule B of the Technology License and Industrial Research Agreement, dated June 1, 1994, by and between URC and Displaytech, Inc.

(c) "SELEX/ Spert Technology" shall mean those patent and other intellectual property rights relating to Systematic Evolution of Ligands by Exponential Enrichment and Systematic Evolution of Polypeptides by Reverse Translation as set forth in Section I of the Restated Assignment and License Agreement, dated effective as of July 17, 1991 by and between URC and Nexstar Pharmaceuticals, Inc.

2. Assignment. For good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the assets described below.

(a) All of the rights of Assignor in and to the stock listed on Schedule I hereto (the "Stock");

(b) All of the rights of Assignor in and to the agreements and contracts listed on Schedule I hereto (the "Contract Rights"); and

(c) All of Assignor's right, title and interest in and to the Ribozyme Technology, the FLC Fights and the SELEX / Spert Technology (collectively, the "Intellectual Property").

The Stock, Contract Rights and Intellectual Property are referred to collectively herein as the Assigned Property. For administrative convenience, the parties acknowledge and agree that record title to the Stock will be transferred directly from Assignor to UTC.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee, its successors and assigns that: a) Assignor has full power and authority to enter into this Agreement; b) this Agreement is enforceable against Assignor in accordance with its terms; c) this Agreement does not violate any agreement or contract to which Assignor is a party or by which Assignor or the Assigned Property is bound; and d) the Assigned Property is not subject to any liens or encumbrances.

4. Assumption of Obligations, UTC's Indemnity. All of the Assigned Property shall be held subject to the CU-UTC Agreement, which provides for the assignment to UTC by CU of all such Assigned Property. In consideration for the transfer of assets contemplated hereby and the assignment of such assets to UTC pursuant to the CU-UTC Agreement, UTC hereby assumes all of the obligations of the Assignor arising from and after the date hereof in connection with the Assigned Property. UTC further agrees to indemnify and hold harmless Assignor from and against all obligations or liabilities arising out of the Assigned Property from and after the date hereof.

5. Agreement Relating to Royalties from the SELEX/ Spert Technology. Subject to any future modification agreed to between UTC and Dr. Gold, UTC also agrees to assume the obligation of Assignor to donate its share of SELEX-derived royalties to the new MCDB building as agreed to by URC as Assignor's predecessor-in-interest in that certain memorandum, dated December 21, 1993, to Larry Gold from Charlie McCord and John Holloway relating to URC Policy on Royalty and Equity Distributions from NeXagen Proceeds.

6. Further Assurances. Assignor agrees to cooperate with Assignee and UTC in providing further information, undertaking further acts and executing further documents necessary or desirable to effect the terms of this Assignment.

7. No Partnership. It is not the intent of the parties to create a partnership or joint venture or to assume partnership responsibility or liability.

8. Amendments. No variation, amendment modification or waiver of any of the terms or conditions hereof shall be deemed valid unless made in writing and signed by the parties hereto.

9. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Colorado.

10. Schedules. All Schedules attached hereto are hereby incorporated by reference and form part of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in their respective corporate names by their duly-appointed officers identified below.

ASSIGNEE:

THE REGENTS OF THE UNIVERSITY,
OF COLORADO, a body corporate

By: _____
Name: _____
Title: _____

Attest: _____

UNIVERSITY TECHNOLOGY CORPORATION,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

Attest: _____

ASSIGNOR:

THE UNIVERSITY OF COLORADO
FOUNDATION, INC.,
a Colorado nonprofit corporation

By: Charles A. McCord
Name: Charles A. McCord
Title: President

Attest: A. Keller Yang, Secretary

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of October, 1999, by
____ as ____ of University Technology
Corporation, a Colorado nonprofit corporation.

Witness my hand and seal.

My commission expires:

Notary Public

ASSIGNEE:

THE REGENTS OF THE UNIVERSITY,
OF COLORADO, a body corporate

By: John C. Buechner
Name: John C. Buechner
Title: President

Attest: _____

ASSIGNOR:

THE UNIVERSITY OF COLORADO
FOUNDATION, INC.,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

Attest: _____

UNIVERSITY TECHNOLOGY CORPORATION,
a Colorado nonprofit corporation

By: Mitchell M. Griffith
Name: Mitchell M. Griffith
Title: President & CEO

Attest: _____

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 24th day of January, 2000, by Mitchell M. Griffith as President of University Technology Corporation, a Colorado nonprofit corporation.

Witness my hand and seal.

My commission expires: 2/8/2003

Margaret K. Dunbar
Notary Public

Date 1-24-00

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 19 day of October, 1999, by
CHARLES G. MCCORD as PRESIDENT of The University of Colorado
Foundation, Inc., a Colorado corporation.

Witness my hand and seal.

My commission expires: 12-9-2000

David K. Straus
Notary Public
4701 Manning Rd.
Berthoud, CO 80513

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of October, 1999, by
____ as ____ of The Regents of the University
of Colorado, a body corporate.

Witness my hand and seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of October, 1999, by
_____ as _____ of The University of Colorado
Foundation, Inc., a Colorado corporation.

Witness my hand and seal.

My commission expires:

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 24th day of ^{January, 2000}~~October, 1999~~, by
John C. Buechner as President of The Regents of the University
of Colorado, a body corporate.

Witness my hand and seal.

My commission expires: 2/8/2003

Margaret K. Smith
Notary Public

SCHEDULE 1

Description of Assigned Property

Stock:

1. 46,188 shares of common stock in Ribozyme Pharmaceuticals, Inc.
2. 10,000 shares of common stock in Displaytech, Inc.

Contract Rights:

1. Restated Assignment and License Agreement, dated July 17, 1991 by and between Nexstar Pharmaceuticals, Inc. and University Research Corporation, including without limitation rights to any royalties thereunder.
2. License Agreement among the University of Colorado, University Research Corporation and United States Biochemical Corporation dated September 1, 1993, which Agreement was amended and restated in that certain Amended and Restated License Agreement dated November 20, 1996.
3. License Agreement among the University of Colorado, University Research Corporation and Ribozyme Pharmaceuticals, Inc. dated September 1, 1993, which Agreement was amended and restated in that certain Amended and Restated License Agreement dated October 1, 1996.
4. Technology License and Industrial Research Agreement, dated June 1, 1994 by and between University Research Corporation and Displaytech, Inc.
5. Agreement, dated July 29, 1994 by and among University of Colorado, University Research Corporation and the University of Colorado Foundation, Inc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment"), dated effective as of June 30, 1999, is by and between University Research Corporation, a Colorado corporation ("Assignor") and The University of Colorado Foundation, Inc., a Colorado nonprofit corporation ("Assignee").

Recitals

- A. Assignor was formed as a wholly-owned subsidiary of Assignee to serve as the corporate vehicle to commercially exploit faculty inventions at the University of Colorado.
- B. Pursuant to this relationship, Assignee transferred to Assignor certain patent and other intellectual property rights, including the Ribozyme Technology rights, FLC Rights and SELEX™ / Spert Technology rights (as defined herein).
- C. Assignor now desires to transfer certain of its assets back to its sole shareholder, Assignee, subject to the terms and conditions set forth herein.

Agreement

1. Definitions.

(a) "Ribozyme Technology" shall mean all inventions, improvements or other developments relating to ribozymes including the identification, manufacture, synthesis, delivery, use and enhancement or control of ribozymes transferred pursuant to the Assignment of Intellectual Property Rights in Ribozyme Technology, dated effective as of September 1, 1993 by and between the Regents of the University of Colorado and URC.

(b) "FLC Rights" shall mean those patent and other intellectual property rights relating to ferroelectric liquid crystals and related materials and products as set forth on Schedule A and Schedule B of the Technology License and Industrial Research Agreement, dated June 1, 1994, by and between URC and Displaytech, Inc.

(c) "SELEX™ / Spert Technology" shall mean those patent and other intellectual property rights relating to Systematic Evolution of Ligands by Exponential Enrichment and Systematic Evolution of Polypeptides by Reverse Translation as set forth in Section I of the Restated Assignment and License Agreement, dated effective as of July 17, 1991 by and between URC and Nexstar Pharmaceuticals, Inc.

2. Assignment. For good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the assets described below.

(a) All of the rights of Assignor in and to the stock listed on Schedule 1 hereto (the "Stock");

(b) All of the rights of Assignor in and to the agreements and contracts listed on Schedule 1 hereto (the "Contract Rights"); and

(c) All of Assignor's right, title and interest in and to the Ribozyme Technology, the FLC Rights and the SELEX™ / Spert Technology (collectively, the "Intellectual Property").

The Stock, Contract Rights and Intellectual Property are referred to collectively herein as the Assigned Property.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee, its successors and assigns that: a) Assignor has full power and authority to enter into this Agreement; b) this Agreement is enforceable against Assignor in accordance with its terms; c) this Agreement does not violate any agreement or contract to which Assignor is a party or by which Assignor or the Assigned Property is bound; and d) the Assigned Property is not subject to any liens or encumbrances.

4. Assumption of Obligations; Assignee's Indemnity. In consideration for the transfer of assets contemplated hereby, Assignee hereby assumes all of the obligations of the Assignor arising from and after the date hereof under the Assigned Property. Assignee further agrees to indemnify and hold harmless Assignor from and against all obligations or liabilities arising out of the Assigned Property from and after the date hereof.

5. Agreement Relating to Royalties from the SELEX™ / Spert Technology. Assignee also agrees to assume the obligation of URC to donate its share of SELEX-derived royalties to the new MCDB building as agreed to by URC in that certain memorandum, dated December 21, 1993, to Larry Gold from Charlie McCord and John Holloway relating to URC Policy on Royalty and Equity Distributions from NeXagen Proceeds.

6. Further Assurances. Assignor agrees to cooperate with Assignee in providing further information, undertaking further acts and executing further documents necessary or desirable to effect the terms of this Assignment.

7. No Partnership. It is not the intent of the parties to create a partnership or joint venture or to assume partnership responsibility or liability.

8. Amendments. No variation, amendment modification or waiver of any of the terms or conditions hereof shall be deemed valid unless made in writing and signed by the parties hereto.

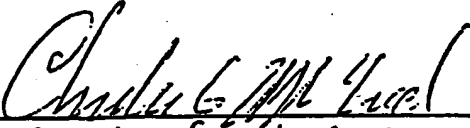
9. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Colorado.

10. Schedules. All Schedules attached hereto are hereby incorporated by reference and form part of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in their respective corporate names by their duly-appointed officers identified below.

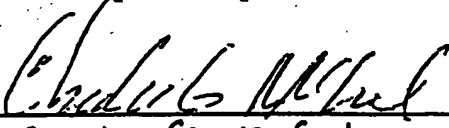
ASSIGNOR:

UNIVERSITY RESEARCH CORPORATION,
a Colorado corporation

By: 
Name: Charles G. McCord
Title: President

ASSIGNEE:

THE UNIVERSITY OF COLORADO
FOUNDATION, INC.,
a Colorado nonprofit corporation

By: 
Name: Charles G. McCord
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 18 day of June, 1999, by
Charles A. Malt as President of University Research
Corporation, a Colorado corporation.

Witness my hand and seal.

Sandra K. Streuss
Notary Public
4701 Meunier Rd
Berthoud, CO 80513

My commission expires: 12-9-2000

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 28 day of June, 1999, by
Charles A. Malt as President of The
University of Colorado Foundation, Inc., a Colorado nonprofit corporation.

Witness my hand and seal.

Sandra K. Streuss
Notary Public
4701 Meunier Rd.
Berthoud, CO 80513

My commission expires: 12-9-2000

SCHEDULE 1

Description of Assigned Property

Stock:

1. 46,188 shares of common stock in Ribozyme Pharmaceuticals, Inc.
2. 10,000 shares of common stock in Displaytech, Inc.

Contract Rights:

1. Restated Assignment and License Agreement, dated July 17, 1991 by and between Nexstar Pharmaceuticals, Inc. and University Research Corporation, including without limitation rights to any royalties thereunder.
2. License Agreement among the University of Colorado, University Research Corporation and United States Biochemical Corporation dated September 1, 1993
3. License Agreement among the University of Colorado, University Research Corporation and Ribozyme Pharmaceuticals, Inc. dated September 1, 1993
4. Technology License and Industrial Research Agreement, dated June 1, 1994 by and between University Research Corporation and Displaytech, Inc.
5. Agreement, dated July 29, 1994 by and among University of Colorado, University Research Corporation and the University of Colorado Foundation, Inc.